



# BISHOP BENZIGER COLLEGE

# OF NURSING

*Accredited by NAAC,*

*Member of United Nations Academic Impact Program*

*Approved Research Centre of Kerala University of Health Sciences*



**MOU with OET the British Institutes  
Managed by Aman Group**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the day of 27th February 2020 by and between:

**The British Institutes managed by Aman Group, Kausthuham, 2nd Floor, SBI Building, Panavilla pocket road, Bakery junction, Trivandrum-695014, the First Party** represented by **Jasmine Mohemmad, CMD**.

**AND**

**The Bishop Benziger College of Nursing, P.B/No 46, Sastri Jn, Kollam-691001, the Second party**, represented herein by its Zonal / Divisional Head, **Rev .Fr. Joseph John, Manager**, referred as "**Second Party**".

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party').

### **WHEREAS**

A) First Party, an Educational Training Institution named, The British Institutes *managed by* Aman Group, is the provider and The second party is the Nursing College that wishes to improve the student's language proficiency to the level of qualifying the OET examination with the required score band.

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide them with enhanced opportunities.

C) The Parties intend to cooperate and focus their efforts on cooperation within the area of Provisional English Language Training for the nursing students Communicative English for (10 hrs.) and Occupational English Test (OET) 50 hrs. at their campus.

D) Both Parties, being legal entities themselves desire to sign this MOU for advancing their mutual interests.

### CLAUSE 1. CO-OPERATION

1.1 Both Parties are agreed by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance the respective operations of training the students for Communicative English followed by OET within the Institution campus.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching/training systems, keeping in mind the needs of the industry, of the Second Party.

## CLAUSE 2. SCOPE OF THE MOU

2.1) The budding graduates from the institutions could help them to upgrade the language skills and competitiveness of the industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their language skills and knowledge.

2.2) First Party will give valuable inputs in teaching/training methodology and suitably customize the syllabus so that the students fit into the industrial scenario meaningfully in order to bridge the language skill gap and make them industry-ready.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

## CLAUSE 3. INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights, and designs) of the other Party.

## CLAUSE 4. VALIDITY

4.1) This Agreement will be valid until the completion of the agreed course, and the course will be completed within maximum period of 6(six) months from 29/02/2020 to 28/08/2020.

## CLAUSE 5. RELATIONSHIP BETWEEN THE PARTIES

5.1) It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

## CLAUSE 6. FEES COLLECTION AND PAYMENT

6.1) The agreed fees for the training be collected by the Second Party and hand over to the First Party on terms as **50% before starting the training and the balance 50% while progressing the training in its mid time starts**. In return, the first party is committed to complete the training with the utmost effort to fulfil the needs of the students who enrolled in this course.

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the **First Party/second party**. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Trivandrum / Kollam City**.

**AGREED:**

The first Party, The British Institutes managed by Aman Group, Kausthbham, 2<sup>nd</sup> Floor, SBI Building, Panavilla pocket Road, Bakery Junction, Trivandrum, 695012.

Represented by:

**Jasmine Mohemmad, CMD.,**

**Witness:**

Authorized Signatory Jasmine M  
29/2/2020

[Signature]

The Second Party, Bishop Benziger College of Nursing, P. B/No 46, Saststri Jn, Kollam-691001.

Represented by:

**Rev .Fr.Joseph John, Manager**

**Witness:**

Authorized Signatory [Signature]

[Signature]  
29/2/2020

**MANAGER**  
**BISHOP BENZIGER COLLEGE OF NURSING**  
**KOLLAM - 1, KERALA**

**End**

